

NEW APPLICATION



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LAW OFFICES
FENNEMORE CRAIG

A PROFESSIONAL CORPORATION

DARCY RENFRO

Direct Phone: (602) 916-5345
Direct Fax: (602) 916-5545
drenfro@fclaw.com

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**AZ CORP COMMISSION
DOCUMENT CONTROL**

OFFICES IN:
PHOENIX, TUCSON AND NOGALES
3003 NORTH CENTRAL AVENUE
SUITE 2600
PHOENIX, ARIZONA 85012-2913
PHONE: (602) 916-5000
FAX: (602) 916-5999

September 11, 2002

BY HAND DELIVERY

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Arizona Corporation Commission
DOCKETED

**T-01051B-02-0693
T-03864A-02-0693**

SEP 11 2002

DOCKETED BY

Re: In the Matter of the Application of Qwest Corporation for Approval of the Bill and Keep Compensation Amendment to the Interconnection Agreement with ionex Communications North, Inc.

Dear Madam or Sir:

Please find enclosed the Bill and Keep Compensation Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and ionex Communications North, Inc. ("ionex").

The Amendment is made in order to utilize Bill and Keep Compensation Mechanism as set forth in Attachment 1, attached hereto and incorporated herein. The Arizona Corporation Commission approved the underlying Agreement between Qwest and ionex on August 24, 2000 in Docket Nos. T-01051B-00-0370 and T-03864A-00-0370, Decision No. 62841. Enclosed is a service list for these dockets.

Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

FENNEMORE CRAIG

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SERVICE LIST FOR: Docket Nos. T-01051B-00-0370 and T-03864A-00-0370

Timothy Berg
Darcy Renfro
Fennemore Craig
3003 N. Central Avenue, Suite 2600
Phoenix, Arizona 85012

Russell C. Merbeth
ionex Communications North, Inc.
15305 Dallas Parkway, Suite 1500
Addison, TX 75001

Christopher C. Kempley
Chief Counsel
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Ernest G. Johnson
Director, Utilities Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

**Bill and Keep Compensation Amendment
to the Interconnection Agreement between
Qwest Corporation and
ionex Communications North, Inc.
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and ionex Communications North, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement for service in the state of Arizona that was approved by the Arizona Corporation Commission ("Commission") on August 24, 2000 as referenced in Decision No. 62841 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms

The Parties agree to utilize the Bill and Keep Compensation Mechanism as set forth in Attachment 1, attached hereto and incorporated herein by reference.

2. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments

The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Ionex Communications North, Inc.



Signature

RUSSELL C. MERRETT

Name Printed/Typed

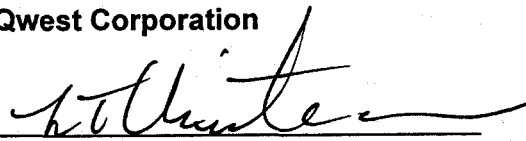
GENERAL COUNSEL

Title

AUGUST 20, 2002

Date

Qwest Corporation



Signature

L.T. Christensen

Name Printed/Typed

Director - Business Policy

Title

8/26/02

Date

**ATTACHMENT 1
BILL AND KEEP COMPENSATION**

1.0 Exchange Service (EAS/Local) Traffic

1.1 End Office Call Termination

1.1.1 The Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this Agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

1.1.2 Reserved for Future Use.

1.1.3 Reserved for Future Use.

1.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

1.2 Tandem Switched Transport

1.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in this Agreement), the Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

1.2.2 Reserved for Future Use.

1.2.3 Reserved for Future Use.

1.2.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another CLEC switch within the EAS/Local calling area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

1.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP

query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

1.3 Reserved for Future Use.

1.4 Reserved for Future Use.

2.0 ISP-bound Traffic

2.1 The Parties agree that ISP-bound traffic is governed by the FCC's Order on Remand and Report and Order (Inter-carrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.